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DECLARATION OF CAMILLE GRAMMER

I, CAMILLE GRAMMER, declare as follows:

1. I am the Petitioner in the within action. I offer my Declaration pursuant to Sections 2009 and 2015.5 of the California Code of Civil Procedure, Rule 5.118 of the California Rules of Court, *Reifler v. Superior Court* (1974) 39 Cal.App.3d 479, and *Marriage of Stevenot* (1984) 154 Cal.App.3d 1051. The facts herein stated are within my personal knowledge, and I affirmatively state that, if sworn as a witness, I could and would competently testify thereto.

2. I make and submit this Declaration in opposition to Respondent, KELSEY GRAMMER'S (hereinafter "Respondent"), Request for a Separate Trial [Status Only] and Motion to Bifurcate the Status of the Marriage.

BACKGROUND

3. Respondent and I were married on August 2, 1997 (a marriage of approximately 12 years and 11 months). The Petition for Dissolution of Marriage was filed on July 1, 2010. We have two minor children from this marriage: Mason Olivia, our daughter, born October 24, 2001; and Jude Gordon, our son, born August 28, 2004.

FACTS IN SUPPORT OF MY REQUEST THAT THE COURT

DENY RESPONDENT'S REQUEST TO BIFURCATE THE MARITAL STATUS

4. In filing this Responsive Declaration, I am requesting that the Court deny Respondent's request to terminate the status of our marriage based on the following reasons:

a. No Qualified Domestic Relations Order ("QDRO") have been filed and served upon any of the pension and retirement plans at issue in this case. So far, Respondent has only joined the various retirement plans to the action and it is my understanding that the mere joining of the plans to the action does not protect any of my interests in any of the plans;

b. Terminating our marital status may result in incalculable problems, given the substantial size of our community estate of approximately One Hundred

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1 **Twenty Million Dollars (\$120,000,000.00).** Little to no formal discovery has been
2 conducted in the instant matter, as Respondent and I are still involved in mediation in an
3 attempt to resolve matters in our case.

4 c. Most importantly, Respondent has not offered suitable bifurcation
5 conditions to be incorporated into any judgment which will adequately protect my rights.
6 While Respondent indicates in his points and authorities that he will satisfy the
7 requirements of Family Code Sections 2337(b) and 2337(d), he fails to state that he will
8 satisfy any of the conditions contained in 2337(c), which I understand are contained in
9 paragraph 4(b) of the Application for Separate Trial form. Respondent was free to select
10 any of these protections on his form with his motion, but he failed to select any of them.
11 I understand that the conditions listed under paragraph 4(b) contain numerous protections
12 of the community estate. Thus, I will be severely prejudiced should the Court terminate
13 our marital status at the present time without any of these protections for myself.

14 **Our Pension Plans Are Not Subject to Any Qualified Domestic Relations Order:**

15 5. It is my understanding that Respondent has joined to these proceedings the
16 following retirement/pension plans in which I may have a community interest: 1) Screen
17 Actors Guild Producers Pension Plan; 2) AFTRA Health and Retirement Funds; 3) Equity
18 League 401(k) Trust Fund; 4) Gramnet, Inc. Profit Sharing Plan; 5) Director Guild of
19 America Basic Producer Pension Plan; and 6) Director Guild of America Supplemental
20 Producer Pension Plan. It is also my understanding that Respondent has not filed or
21 served a Qualified Domestic Relations Order ("QDRO"), or interim order, with regard to
22 any of the plans, and that without a QDRO my interest in any of these plans is not
23 protected. I have been recently advised repeatedly that it is Respondent's intention to
24 remarry immediately. This presents an immediate problem. Respondent's new spouse
25 will become the beneficiary of my rights under all of the pension plans unless signed and
26 filed QDROs are in place which have been approved by the Plan Administrators. In light
27 of our long marriage, I must be protected.

28 **Bifurcation of our Marital Status Place My Interests At Risk, Given the Substantial**

Size of Our Estate:

6. Pursuant to my accountants' preliminary estimate, our community estate is worth in the approximate amount of **One Hundred Twenty Million Dollars (\$120,000,000.00)**. This is a substantial estate which includes multiple real estate properties and their corresponding furnishings, numerous pieces of valuable art, many investment, brokerage, and bank accounts, over twenty-five vehicles, interests in over fifteen partnerships and business entities, as well as interests in the following retirement plans: 1) Screen Actors Guild Producers Pension Plan; 2) AFTRA Health and Retirement Funds; 3) Equity League 401(k) Trust Fund; 4) Gramnet, Inc. Profit Sharing Plan; 5) Director Guild of America Basic Producer Pension Plan; and 6) Director Guild of America Supplemental Producer Pension Plan. The size and scope of the various assets of the estate suggest that it is far more likely that should an early dissolution be granted, that my otherwise rightful interest in the community estate could be at risk upon the death and/or remarriage of Respondent. My interest in this sizeable estate must be protected to the absolutely fullest extent until a final determination has been made by this court.

The Bifurcation Conditions that Respondent is Seeking Do Not Adequately Protect My Rights:

7. In the event the Court grants Respondent's request to terminate our marital status, I request that the Court grants my additional requested conditions. I do not want to lose substantial spousal and legal rights that I understand presently exist and would continue to exist until a final adjudication of our case, but for the termination of marital status. If my proposed conditions are not granted concurrent with the termination of marital status, I am extremely concerned that I will be adversely affected in this proceeding in the event of Respondent's remarriage or death after a termination of status and pending settlement or final adjudication of our divorce proceeding.

8. Respondent and I were married for 12 years and 11 months. All assets acquired during our marriage are presumptively community property until further determination by the Court. I am extremely concerned that this bifurcation, without

proper conditions in place, will have far more reaching adverse results on my spousal and legal rights and interests if Respondent remarries or should die before the finality of this case. I refer the Court to the accompanying Declaration of Neal Raymond Hersh and the Memorandum of Points and Authorities which addresses the legal effects of my anticipated loss of rights and the legal authority and argument as related to same.

9. It is also my understanding, through communication with Respondent, as well as communications from Respondent's counsel, that Respondent is seeking this bifurcation to terminate the status of our marriage solely for the reason that he intends to remarry as soon as possible. I do not believe this is a sufficient reason to prejudice my rights to the community estate, especially given the large and complex nature of our estate.

10. Many of the assets within our community estate are legally held by various trust entities, of which Respondent and I are beneficiaries. As part of the protections I seek to preserve my rights, I want to make sure that my status as a beneficiary of any of these various trusts is maintained until a final determination of our marital estate is made by the court.

11. While Respondent has offered, a Judgment, Status Only, which joins the various retirement plans to the proceeding, he failed to offer any of the other "statutory" conditions, such as those which can be found under Family Code Section 2337(c). I understand that there are a number of protections which are absent as a condition to the bifurcation of status, which are reasonable, necessary, just and equitable and should be ordered by the Court before terminating our marital status.

12. Therefore, as a condition precedent to entry of the termination of marital status, I ask that the Court order all of the statutory conditions set forth in Family Code section 2337, plus the conditions set forth below (and impose all of said conditions on Respondent's estate in the event of his death) to maintain the *status quo* with respect to my rights, so that I am not adversely affected or prejudiced in the middle of our dissolution, in any way, due to Respondent's desire

1 to terminate our marriage before the division of property and support issues have
2 been adjudicated by this Court.

3 **REQUESTED ADDITIONAL TERMS FOR BIFURCATED JUDGMENT**

4 A. For a period of thirty-six (36) months subsequent to Judgment
5 being entered on all remaining issues and having become filed, Respondent or his estate
6 shall pay to Petitioner all health insurance (conversion or otherwise) premium payments
7 made by Petitioner to the extent said premium payments paid exceed the amount
8 Petitioner would otherwise have paid under the Omnibus Budget Reconciliation Act of
9 1985 (COBRA).

10 B. For the thirty-six (36) months following entry of the Judgment
11 on all remaining issues, Respondent, or his estate, shall be responsible for and pay to
12 Petitioner the difference, if any, between the premium costs of Petitioner's COBRA policy
13 and the premium costs for the comparable medical and health insurance coverage
14 Petitioner secures to replace Petitioner's COBRA policy should the COBRA policy expire
15 before the 36 month period ends.

16 C. If Respondent dies after the entry of Judgment granting a
17 dissolution of marriage, any obligation imposed by this section shall be enforceable
18 against any asset, including the proceeds thereof, against which these obligations would
19 have been enforceable prior to Respondent's death.

20 D. Until Judgment has been entered on remaining issues, and
21 has become final, Respondent, in the event he remarries prior to said time, shall not be
22 permitted to file or seek to modify or reduce his support or other financial obligations
23 herein to Petitioner on the basis that as a result of his new marriage he has assumed
24 additional obligations or expenses which diminish his ability to contribute to the support
25 and maintenance of Petitioner and/or the minor child herein.

26 E. Until Judgment has been entered on all remaining issues, the
27 Standard Family Law Restraining Orders issued pursuant to the filing of the Petition and
28 Summons in this action, remain in full force and effect.

1 F. Respondent, or his estate, shall maintain (paying all premiums
2 as and when due) all life insurance policies insuring the life of Respondent existing as of
3 the filing of the Petition.

4 G. Until Judgment has been entered on all remaining issues and
5 has become final, Respondent, and in the event of Respondent's death, his estate, shall
6 indemnify and hold Petitioner harmless from any and all adverse consequences resulting
7 to Petitioner in the event that said bifurcation results in the loss of Petitioner's rights under
8 *Probate Code §§ 100, 101, 102, and 120*.

9 H. Until Judgment has been entered on all remaining issues and
10 has become final, *Family Code § 721* shall continue to govern the conduct of Petitioner
11 and Respondent, and Petitioner and Respondent shall continue to be deemed spouses
12 for the purposes of said Section.

13 I. Until Judgment has been entered on all remaining issues and
14 has become final, the parties will continue to be considered as "spouses" under the
15 provisions of *Family Code § 1100* and have the same duties and responsibilities to each
16 other as though the bifurcated judgment of dissolution of marriage had not been entered.

17 J. Until Judgment has been entered on all remaining issues and
18 has become final, the Court shall have and reserve jurisdiction to a Ward to Petitioner
19 (whether out of Respondent's share of the community property of the parties, or out of
20 Respondent's estate) any damages or other compensation after a court determination as
21 to any breach by Respondent of a fiduciary duty which exists with respect to the
22 Petitioner, as to

23 (i) Respondent's obligations to make full disclosure to
24 Petitioner of all material facts and information regarding the existence, characterization,
25 valuation of all assets in which the community has or may have an interest and debts for
26 which the community is or may be liable;

27 (ii) Respondent's obligation to provide equal access to all
28 information, records, and books that pertain to the value and character of those assets

1 and debts upon request; and as to

2 (iii) Respondent's obligation to act with respect to Petitioner
3 in the management and control of the community assets and businesses and liabilities
4 and interests in accordance with the general rules governing fiduciary relationships which
5 control the actions of persons having relationships with spouses as specified in *Family*
6 *Code* §721.

7 K. Until Judgment has been entered on all remaining issues, and
8 has become final, Respondent shall advise Petitioner, prior to entering into escrow, of all
9 real property which he intends to acquire and provide Petitioner with all details pertaining
10 to the acquisition of said property and the financial arrangements pertinent thereto.

11 L. Specifically, the Court shall retain jurisdiction to award
12 attorneys fees and costs in accordance with the *Family Code* and *California Code of Civil*
13 *Procedure* against Respondent and in the event of Respondent's death, Respondent's
14 estate.

15 M. The Court shall further retain jurisdiction to award child support
16 and/or to modify child support, payable by Respondent, and in the event of Respondent's
17 death, Respondent's estate.

18 N. The Court reserves jurisdiction over all other issues pertaining
19 to the marriage, including, but not necessarily limited to, the nature, value and extent of
20 the community property and separate property, the division of property, spousal support,
21 attorneys fees, costs of litigation, and all other matters which the Court may determine
22 appropriate and within the scope of its jurisdiction.

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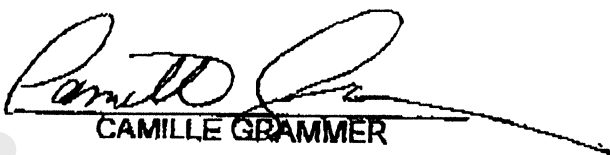
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1 13. Finally, I also request that in addition to the aforementioned conditions, the
2 Court order Respondent to provide at least a \$10 million undertaking so that my rights are
3 adequately protected. The reasons for this requested \$10 million undertaking can be
4 found in my attorney' declaration, Neal Raymond Hersh, and in the points and authorities
5 to this motion, filed herewith.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct.

8 Executed this 12th day of January, 2011, at New York, New York.

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10 
11 CAMILLE GRAMMER

TMZ